

be due, according to the true intent and meaning of the said note and conditions thereof and all sums of money provided to be paid by the mortgagor, its successors or assigns, together with the interest thereon, if any shall be due, under the covenants of this mortgage, then this Deed of Bargain and Sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that the mortgagor is to hold and enjoy the said premises until default of payment shall be made.

AND IT IS FURTHER AGREED AND COVENANTED between the said parties, that in case the debt secured by this mortgage, or any part thereof, is collected by suit or action, or this mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure, or in the event of the foreclosure of any mortgage, prior or subsequent to this mortgage, in which proceeding this mortgagee is made a party, or in the event of the bankruptcy of the mortgagor, or an assignment by the mortgagor for the benefit of creditors, the said mortgagor, its successors or assigns, shall be chargeable with all costs of collection, including ten (10%) per cent of the principal and interest on the amount involved as attorney's fees, which shall be due and payable at once; which charges and fees, together with all costs and expenses, are hereby secured, and may be recovered in any suit or action hereupon or hereunder.

IN WITNESS WHEREOF, Pleasantburg Shopping Center, Inc. has caused these presents to be duly executed by its proper corporate officers and its corporate seal hereunto affixed, this 1st day of July, 1963.

IN THE PRESENCE OF:

Eunice N. Shelton
Henry R. Stephenson Jr.

PLEASANTBURG SHOPPING CENTER, INC. (LS)

By Frederic S. Condit
President

And T. J. M. Cave
Secretary

